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file  
6 May 1949

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Office of the General Counsel

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1. A Certificate of Award was issued to the [redacted]  
[redacted] for the transportation and shipment of supplies amounting  
to 23 tons 319 pounds at a rate per ton from [redacted] STATINTL

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The contractor was required to provide a sufficient number of  
trucks to move the entire shipment on the day of arrival. He was also  
required to load the trucks at origin and unload at destination. It  
appears that a portion of the goods was erroneously withheld by the  
shipping agent and that another part, consisting of a 10,000 gal. tank,  
was not immediately unloaded. Consequently, the contractor incurred ad-  
ditional charges over and above the amount of the contract for which  
he now claims payment.

2. It appears that some additional information will be necessary  
in order to provide an accurate opinion in this case and it will be  
appreciated if you can obtain information in answer to the following  
points:

- a. Did the contractor inquire beforehand whether a crane  
would be necessary?
- b. Was the delay in unloading the tank due to the lack of  
cranes at the dockside or was it due to dilatory lighter service?
- c. Were sufficient trucks provided on time to comply with  
the contract if there had been no cause for delay?
- d. Could the contractor reasonably have anticipated the delay?
- e. Was it reasonably necessary to require the trucks to stand  
by for a period of three days?
- f. Was a special type truck required to carry the tank?
- g. How was the tank finally loaded on the truck?
- h. Were the boxes withheld by the shipping agent part of the  
anticipated cargo within the contractual quantity?
- i. If answer to h. is affirmative, why was an additional truck  
required to carry these boxes?

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